



Margaret Donnellan Todd
County Librarian

County of Los Angeles Public Library ■ www.colapublib.org
7400 East Imperial Hwy., Downey, CA 90242 ■ (562) 940-8400



September 09, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

29 September 9, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVE THE LOAN AGREEMENT BETWEEN THE PUBLIC LIBRARY
AND LENDING INDIVIDUALS FOR THE HISTORIC ARTIFACT,
PANORAMA OF EARLY LA PUENTE
(SUPERVISORIAL DISTRICT 1) (3 VOTES)**

SUBJECT

The Public Library is recommending that the Board of Supervisors authorize and delegate authority to the County Librarian to execute an agreement with lending individuals for the loan of the historic artifact, Panorama of Early La Puente, a painting by an unknown artist circa 1950s, comprised of four individual plywood panels, to the Public Library for the enjoyment of the community members and visitors to the La Puente Library.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and delegate authority to the County Librarian, or designee, to execute the Loan Agreement, substantially similar to the attached Loan Agreement, with lending individuals to loan the historic artifact, Panorama of Early La Puente, to the Public Library for a period of twenty (20) years commencing upon execution of the agreement.
2. Approve and delegate authority to the County Librarian, or designee, to execute any future amendments with lending individuals for the loan of Panorama of Early La Puente, approved as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow the County Librarian to enter into a formal loan

agreement with lending individuals which will allow the loan of the historic artifact, Panorama of Early La Puente, to the Public Library. The Public Library will perform conservation services, framing and will install Panorama of Early La Puente in the La Puente Library for the enjoyment of the community.

The Arts Commission evaluated the potential loan and determined that it is an historic artifact and is not deemed an artwork within the purview of the Arts Commission as defined in the Civic Art Policy adopted by the Board on December 7, 2004.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with the County's Strategic Plan Goal of Operational Effectiveness/Fiscal Sustainability (Goal 1).

FISCAL IMPACT/FINANCING

Conservation services, framing and installation of the Panorama of Early La Puente historic artifact will be at the expense of the Public Library. Funding is available within the Public Library's Fiscal year 2014-15 Operating Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

County Counsel has reviewed and approved the proposed attached Loan Agreement as to form.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are not subject to the California Environmental Quality Act (CEQA) because they do not constitute a project according to Section 15378 (b) (5) of CEQA.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no anticipated impacts to current services.

CONCLUSION

If there are any questions or there is a need for additional information, please contact Yolanda De Ramus, Chief Deputy, at (562) 940-8412.

The Honorable Board of Supervisors

9/9/2014

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Respectfully submitted,

A handwritten signature in cursive script, reading "Margaret Donnellan Todd". The signature is written in dark ink on a light background.

MARGARET DONNELLAN TODD

County Librarian

MDT:YDR:AC:EM:

GG:bf

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller



This Loan Agreement is entered into as of the _____ day of _____, 20_____, between the County of Los Angeles Public Library (Public Library), as borrower of the loan described below, and the Lender identified below in connection with the loan of the artwork, *Panorama of Early La Puente*, a painting comprised of four individual panels (Loaned Objects).

The Lender hereby provides approval for the Public Library to provide conservation services and framing of *Panorama of Early La Puente* and to display the Loaned Objects in the La Puente Library, 15920 Central Ave, La Puente, CA 91744. Conservation services, framing and installation will be at the Public Library's expense and the Public Library assures that conservation services, framing and installation will be carried out by a professional fine art conservator. Through its authorization of this work, the Lender warrants to have no claims against the County of Los Angeles, including the Public Library and hereby holds the County of Los Angeles, including the Public Library, harmless for all work done within the scope of conservation and framing services.

The purpose of the loan is to publically display the Loaned Objects for the enjoyment of community members and visitors to the La Puente Library.

Loan Term: _____ , 2014 and _____ , 2034 (Twenty Years)

LENDER

Lender 1 name:

Address:

Home telephone:

Work telephone:

Cell telephone:

Fax number:

E-mail:

Contact name:

Lender 2 name:

Address:

Home telephone:

Work telephone:

Cell telephone:

Fax number:

E-mail:

Contact name:

Exact form of credit line for use in labels, catalog, and/or publicity:

NOTE: If the Lender is not the Owner but is the duly authorized agent of the Owner, acting on behalf of the Owner in making this loan, please also provide the same information set forth above for the Owner of the Loaned Objects.

HISTORY OF OWNERSHIP

Please provide, to the best of your knowledge, the **history of Ownership** of the Loaned Objects (attach separate sheet if necessary).

This information supplied by the Lender has not been verified by the Public Library and consequently is not to be taken as an expression of opinion by the Public Library as to history of Ownership or authenticity of the Loaned Objects.

DEFINITIONS

Lender-as used in this Loan Agreement means Owner of the Loaned Objects and the Lender hereby represents and warrants that it is the sole legal Owner outright of all right, title and interest in and to the Loaned Objects, or that Lender is the duly authorized agent of the Owner of the Loaned Objects and such Owner is the sole legal Owner outright of all right, title, interest in and to the Loaned Objects, in either case free and clear of all claims, liens, encumbrances or restrictions.

Loaned Objects-as used in this Loan Agreement means the objects provided for display and/or research purposes.

INSURANCE

All Loaned Objects must be lent at the Lender's own discretion and expense. The Lender warrants that it has or will obtain insurance coverage on the Loaned Objects, to the extent the Lender feels it necessary based on the appraised value of the Loaned Objects, and shall make no claim due to damage, loss, or destruction of the Loaned Objects to the County of Los Angeles.

CONDITIONS GOVERNING LOAN

1. Lender covenants and agrees not to sue, or participate in any action against the County of Los Angeles, including Public Library, its Special Districts, elected and appointed officers, employees, and agents as a result of this loan, or damages, loss or destruction to the Loaned Objects.
2. The Public Library will handle and display the Loaned Objects with the same degree of care and safekeeping as it does its own similar property.
3. The Public Library has sole discretion as to whether, for how long, and in what manner objects loaned to it shall be exhibited. The Public Library also has the right to determine which written and interpretive materials may accompany the exhibition.

- a. Loaned Objects may be reproduced for display, publicity, or a catalogue from duplication processes such as photographs, transparencies, or digital scans without the need for additional written consent on behalf of the Lender.
4. Unless otherwise indicated, the Lender will assume all costs of packing, transportation, and insurance of the Loaned Objects.
5. Lender hereby represents that it has provided all information concerning the provenance of the Loaned Objects in Lender's possession, and that, to the best knowledge and belief of the Lender, the loan of the Loaned Objects hereunder will not infringe upon or violate the rights of any person or entity, the Loaned Objects have not been exported from any country or imported into the United States in violation of any applicable law, and the Lender are not aware of any facts that could give rise to a claim for the seizure or forfeiture of the Loaned Objects while on loan hereunder.
6. It is the responsibility of the Lender to inform the Public Library, within 90 days in writing, of any change in address or change in Ownership of the Loaned Objects.
7. The Loaned Objects will be returned only to Lender or his/her assignee at the address stated on the Loan Agreement at the termination of this Loan Agreement.
8. The Public Library has the right to temporarily store the Loaned Objects during the term of the Loan Agreement in the event of safety issues, or remodels, or for any other reason the Public Library deems it is necessary to remove and temporarily store the Loaned Objects.
9. The Public Library agrees that the Loaned Objects will remain the property of the Lender (and Owner) at all times while on loan to the Public Library and, further, that the Loaned Objects will not be offered for sale or sold, transferred or otherwise encumbered during the term of the Loan Agreement. Should the legal Ownership of the Loaned Objects change during the period of this Loan Agreement, whether for reason of death, insolvency or otherwise, the new Owner, or agent (as the case may be) shall be required to establish his or her legal rights hereunder, including the right to receive the Loaned Objects at the end of the term of the Loan Agreement, by proof reasonably satisfactory to the Public Library. In the case of death, insolvency or other event that may result in the transfer of Ownership of the Loaned Objects, the Lender agrees that it shall be a condition of such transfer that the Loaned Objects remain on loan for the duration of the Loan Agreement term.
10. This Loan Agreement will be governed and construed in accordance with the internal laws of the State of California, including the unclaimed property law of the State of California, without regard to principles of choice of law. For full details of the unclaimed property law, see Section 1899 et seq. of the California Civil Code. Any action or proceeding with respect to any matters arising under or growing out of this Loan Agreement will be brought and tried only in the municipal or superior courts of

the County of Los Angeles, State of California.

11. The Loaned Objects shall remain in the possession of the Public Library for the time specified in the Loan Agreement, plus a reasonable time for receiving and returning the Loaned Objects; provided that the Public Library may terminate this Loan Agreement and return the Loaned Objects to the Lender at any time upon thirty (30) days prior written notice to the Lender.

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SIGNATURE

In witness of the foregoing agreements each of the parties hereto has duly executed this Loan Agreement as of the date first written above, and hereby certifies the person signing below on its behalf has full power and authority to enter into this Loan Agreement and perform its obligations hereunder.

Signature of Lender 1: _____

Henry Nodal

Signature of Lender 2: _____

Gloria Mitchell

Public Library:

Signature: _____

Margaret Donnellan Todd
County Librarian
7400 E. Imperial Hwy.
Downey, CA 90242
(562) 940-8400
MDTodd@library.lacounty.gov

APPROVED AS TO FORM FOR THE COUNTY:

John F. Krattli
County Counsel

By: _____

Jill M. Jones
Deputy County Counsel

7/21/14.
Date